



MARJORIE KELLY
Interim Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

January 23, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE
BURKE, Chair
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE, Chair Pro Tem
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**REQUEST TO APPROVE NEWSPAPER PUBLICATION SERVICES
AGREEMENT WITH DAILY JOURNAL CORPORATION
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to execute the attached Agreement (Attachment A) with Daily Journal Corporation, to provide newspaper publication services. The term of the agreement is three years, commencing February 4, 2003, or upon the date of Board approval, whichever is later, through December 31, 2005. The maximum contract sum is \$191,100. The available funding for this Agreement is \$27,300 for FY 2002-03 and is derived from the following funding sources: 55% Federal (\$15,015), 32% State (\$8,736), and 13% County (\$3,549). Funding is included in the FY 2002-03 Adopted Budget.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), to execute amendments to the Agreement to increase or decrease the maximum contract amounts by no more than 10% of the original maximum contract sum, in the event available funding decreases or an unanticipated increase or decrease in units of service occur. This delegated authority is contingent upon: (a) Available funding for increases, (b) Approval by County Counsel and the Chief Administrative Office (CAO) is obtained prior to executing the amendments; and (c) Written notification to the Board and CAO within 15 workdays of the amendment's execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable DCFS to provide legal notice of court proceedings to terminate parental rights to parents whose whereabouts are unknown and will give delegated authority to the Director to increase or decrease the original

maximum contract sum no more than 10% when units of service are increased or decreased, or when available funding is decreased.

The law requires notice by newspaper publication before a juvenile court can order adoption as a permanent plan for children whose parents cannot be found.

Current newspaper publication services are provided under the Internal Services Department's (ISD) master agreements for newspaper publication services. Approval of the recommended actions will allow DCFS to continue providing proper legal notice of court hearings to terminate parental rights at a lower cost and to directly manage the contract.

Implementation Of Strategic Plan Goals

Both recommended actions are consistent with three strategies in two of the Countywide strategic plan goals. Goal #4--Strategy #1: Manage effectively the resources we have and Strategy #3: Increase public private partnerships, allow DCFS to directly manage the contract, and allow the County to work with a private entity in the provision of legally mandated services for DCFS to continue proper legal notice of court hearings. Goal #5--Strategy #3: Engage individual departments in their planning efforts towards achieving the five outcomes for children and families, improves children's well-being through adoption by providing legal notice of court hearings prior to terminating parental rights.

FISCAL IMPACT/FINANCING

Under this Agreement, the cost for each completed notice by newspaper publication is \$35. DCFS estimates it will publish an average of 156 Notices each month at a monthly cost of \$5,460. During the last contract period, records indicate that one of the highest numbers of notices published in one month was 184 notices (October 2000), and the lowest in one month was 132 notices (February 2001).

The funding for the cost of the Agreement from February 4, 2003, or upon Board approval, through June 30, 2003, is \$27,300 and included in the FY 2002-03 Adopted Budget at 55% Federal (\$15,015), 32% State (\$8,736), and 13% County (\$3,549).

This contract would result in considerable cost savings, as it is less expensive than continuing under the ISD contract.

The maximum contract sum of the Agreement is \$27,300 for FY 2002-03, \$65,520 for FY 2003-04, \$65,520 for FY 2004-05, and \$32,760 for FY 2005-06. The three-year maximum contract sum is \$191,100 funded at 55% Federal (\$105,105), 32% State (\$61,152), and 13% net County cost (\$24,843).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Daily Journal Corporation was selected for recommendation to the Board as a result of a competitive procurement, Invitation for Bids (IFB), required by federal and State regulations.

The term of the Agreement between the County and Daily Journal Corporation commences February 4, 2003, or upon Board approval, whichever is later, and ends December 31, 2005. The services under the Agreement provide newspaper publication of legal notice of court proceedings to terminate parental rights to parents whose whereabouts are unknown. Prior to juvenile court hearings that terminate parental rights, the law requires this manner of notice.

The Agreement includes the following provisions: Contract Enforcement, Quality Assurance Plan, Monitoring, and Review; Child Support Compliance Program; Dispute Resolution Procedure; Compliance with Jury Service Program; Termination for Improper Consideration; Child Support Compliance; Mandatory Webven Registration; and No Payment For Services Provided Following Expiration/Termination of Agreement. The Local Small Business Preference does not apply, as it conflicts with the federal funding requirements for this service.

Also included in the Agreement is a "budget reductions" provision. The budget reductions provision provides that if your Board adopts a budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation to the Contractor correspondingly under the Agreement.

The Agreement expressly provides that the County has no obligation to pay for expenditures beyond the agreement amount. In addition, Contractor will not be asked to perform services which exceed the contract amount, scope of work, or contract dates.

The Daily Journal Corporation is in compliance with all Board, CAO, and County Counsel requirements.

The Agreement also provides delegated authority from the Board to the Director of DCFS, or his/her designee, to execute amendments to increase or decrease the maximum contract amounts by no more than 10% of the original maximum contract sum in order to accommodate any unanticipated increases or decreases in service, or decrease in funding. This delegated authority is subject to County Counsel and CAO approval prior to execution of such an amendment and the Director's written notification to the Board and CAO within 15 workdays of execution of the amendment.

County Counsel and the CAO have reviewed this Board letter. The Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

DCFS initially contacted ISD to conduct the newspaper publication services solicitation process due to the shortage of staff in the DCFS Contract Administration Section. After several months, ISD determined it could not complete the project. To ensure the continuation of services, DCFS utilized the newspaper publication services that are available to all County departments through ISD's master agreements. This allowed DCFS the ability to complete its solicitation process.

An IFB for Newspaper Publication Services was released on September 19, 2002. The solicitation process included advertisements through five newspapers (Los Angeles Times, La Opinion, Los Angeles Sentinel, L.A. Daily News and Chinese Daily News), the County website, and mailings to vendors on the Department's Bidders' list (Attachment B). Three vendors submitted timely bids by the submission date of October 25, 2002. Of the three bids received, Daily Journal Corporation submitted the lowest bid, \$35 for each completed legal notice publication, and met the responsive and responsible criteria of the IFB.

DCFS has evaluated and determined that the Living Wage Ordinance Program (County Code Chapter 2.201) does not apply to this Agreement for Newspaper Publication Services between the County and Contractor.

Community Business Enterprise Program participation information for the bidders responding to the IFB is contained in (Attachment C). The Contractor was selected without regard to gender, race, creed, or color for award of a Contract.

IMPACT ON CURRENT SERVICES

Approval of this Agreement will enable the County to continue legal publication of notices that are required by state and federal law and allow DCFS oversight of its contract.

CONCLUSION

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send a stamped copy of the approved Board letter, and a signed copy of the Contract to:

1. Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Interim Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020
2. Office of the County Counsel Advice and Litigation Division
Attention: Kathleen Felice, Senior Deputy County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754

and a signed copy of only the Contract to:

3. Daily Journal Corporation
Attn: Ari Gutierrez, Division Manager
915 East First Street
Los Angeles, CA 90012

Respectfully submitted,

MARJORIE KELLY
Interim Director

MK:nr

Attachment (3)

c: Chief Administrative Officer



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

DAILY JOURNAL CORPORATION

FOR

NEWSPAPER PUBLICATION SERVICES

FEBRUARY 2003

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EXHIBITS

Exhibit A -	Statement of Work
Exhibit B -	Pricing Schedule
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Exhibit D -	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E -	Community Business Enterprise Form (CBE)
Exhibit F -	Employee Acknowledgement and Confidentiality Agreement
Exhibit G -	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit H -	Internal Revenue Notice 1015
Exhibit I -	Child Support Compliance Program Certification
Exhibit J -	Jury Service Program Certification
	Los Angeles County Code 2.203 (Jury Service Program)
Exhibit K -	Conflict of Interest Form

**AGREEMENT FOR
NEWSPAPER PUBLICATION SERVICES**
(hereinafter referred to as "Agreement").

This Agreement, made and entered into this ____ day of _____ 2003, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

Daily Journal Corporation
hereinafter referred to as
'CONTRACTOR'

W I T N E S S E T H

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for newspaper publication services; and

WHEREAS, the COUNTY is required by law to provide legal notice to unknown parents and parents whose whereabouts are unknown when court hearings to terminate parental rights are set, and

WHEREAS, COUNTY has determined that the services to be provided under this Agreement are necessary to notify these parents of hearings to terminate their parental rights, and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Agreement, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 1.2 Exhibits **A, B, B-1, C, D, E, F, G, H, I, J, K** set forth below are attached to and incorporated by reference in this Agreement.

- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

- Exhibit A - Statement of Work
- Exhibit B - Pricing Schedule
- Exhibit B-1 - Line Item Budget
- Exhibit C - Certification of Independent Price Determination
- Exhibit D - Contractor's Equal Employment Opportunity (EEO) Certification
- Exhibit E - Community Business Enterprise Form (CBE)
- Exhibit F - Employee Acknowledgment and Confidentiality Agreement
- Exhibit G - Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit H - Internal Revenue Notice 1015
- Exhibit I - Child Support Compliance Program Certification
- Exhibit J - Jury Service Program Certification
Los Angeles County Code 2.203 (Jury Service Program)
- Exhibit K - Conflict of Interest Form

- 1.4 CONTRACTOR and COUNTY agree that the following terms, as used in this Agreement, shall have the following meanings:

- A. "Contract" means a legally binding Agreement between two parties;
- B. "Contractor" means Daily Journal Corporation;
- C. "Day(s)" means calendar day(s) unless otherwise specified;
- D. "DCFS" means COUNTY's Department of Children and Family Services;
- E. "Director" means COUNTY's Director of Children and Family Services or authorized designee;
- F. "Fiscal Year(s)" means COUNTY's Fiscal Year which commences July 1 and ends the following June 30;
- G. "Program Manager" means COUNTY representative responsible for daily management of contract operation and overseeing monitoring activities;
- H. "Project" means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work;
- I. "Subcontract" means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 CONTRACTOR'S WORK

- 2.1 Pursuant to the provisions of this Agreement, CONTRACTOR shall provide COUNTY with Newspaper Publication Services as defined herein and as more fully set forth in Exhibit A, Statement of Work. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.
- 2.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

3.0 TERM AND TERMINATION

- 3.1 The term of this Agreement shall commence on February 4, 2003 or date of approval by COUNTY Board of Supervisors, hereinafter referred to as "Board", whichever is later, and shall continue through December 31, 2005, unless terminated earlier as provided herein.

4.0 CONTRACT SUM

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Agreement, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B, Pricing Schedule.
- 4.2 The total amount payable under this Agreement is \$191,100.00, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Agreement for each of the contract years shall not exceed \$65,520.00, hereinafter referred to as "Maximum Annual Contract Sum."
- 4.3 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Agreement, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-1, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased or decreased pursuant to Section 12.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.0 PAYMENT AND INVOICES

- 5.1 CONTRACTOR shall be paid for services provided on a monthly basis.
- 5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days, at COUNTY's sole discretion, as long as sufficient funds remain available under the Agreement. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Pricing Schedule.
- 5.3 Expenditures made by CONTRACTOR in the operation of this Agreement shall be in compliance and in conformity with Office of Management and Budget (OMB) Circular, (A-133) and the line item budget categories of Exhibit B-1, Line Item Budget.
- 5.4 CONTRACTOR shall submit the original monthly invoice to the DCFS Finance Office ("Finance") and one copy to the Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved to:

County of Los Angeles
Department of Children and Family Services
Attention: Contract and Grant Payments Unit
425 Shatto Place, Room 204
Los Angeles, California 90020

And a duplicate copy of the invoices to:

Harvey Kawasaki, Program Manager
County of Los Angeles
Department of Children and Family Services
425 Shatto Place
Los Angeles, CA 90020

- 5.5 Upon receipt of CONTRACTOR's monthly invoice, Finance shall forward the invoice to the Program Manager, or designee, for review and approval. The Program Manager, or designee, shall review the detailed charges to ensure changes are in accordance with the Agreement terms and that invoiced services have been received.
- 5.6 Upon approval of the monthly invoice, the Program Manager, or designee, shall forward the invoice to Finance for payment.

- 5.7 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed provided that the CONTRACTOR is not in default under any provision of this Agreement. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Agreement.
- 5.8 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 5.9 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Agreement, CONTRACTOR shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.10 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.11 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices, of this Agreement, when expenditures under this Agreement total seventy-five percent (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices of this Agreement, when this Agreement is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices.
- 5.12 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service

provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

6.0 RECORDS AND AUDITS

- 6.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contract Accounting and Operating Handbook attached hereto as Exhibit G. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.
- 6.2 CONTRACTOR agrees that COUNTY and its authorized representatives, the State of California and its authorized representatives and the Federal Government and its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards, other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.
- 6.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this

Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 6.4 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 6.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Agreement. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and board members in all such efforts.
- 6.6 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Agreement are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Agreement is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.
- 6.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may withhold reimbursement or terminate this Agreement.

7.0 AUDIT SETTLEMENT

If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at the COUNTY's discretion, shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment; or (2) at COUNTY's option, credited against future payments hereunder to

CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY's maximum obligation for this Agreement exceed the Maximum Contract Sum.

8.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

9.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

9.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to DCFS Contract Administration, Attention: Walter Chan, Interim Manager, 425 Shatto Place, Room 205, Los Angeles, CA, 90020; prior to commencing services under this Agreement. Such certificates or other evidence shall:

9.1.1 Specifically identify this Agreement.

9.1.2 Clearly evidence all coverages required in this Agreement.

9.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

9.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

9.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as

they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 9.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 9.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 9.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
 - 9.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - 9.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
 - 9.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.
 - 9.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.

- 9.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- 9.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- 9.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- 9.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10.0 INSURANCE COVERAGE REQUIREMENTS:

- 10.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
- | | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |
- 10.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- 10.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

- 10.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

11.0 NOTICES

- 11.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Department of Children and Family Services
Contract Administration
Attention: Contract Manager
425 Shatto Place
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR:

Daily Journal Corporation
Attention: Ari Gutierrez
Government Advertising Division Manager
915 East First Street
Los Angeles, CA 90012

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

- 11.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR or if the CONTRACTOR is a partnership, or a partner, or if the CONTRACTOR is a corporation, or an officer or member of the corporation, or by the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall in any case be sufficient notice.

12.0 CHANGES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:

- 12.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained.
- 12.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.
- 12.3 For purposes of Sections 12.1 and 12.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0, Contract Sum, of this Agreement.
- 12.4 Notwithstanding the provisions of Sections 12.1 and 12.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Agreement which increase payments to CONTRACTOR which are commensurate with increases in the units of service being provided under this Agreement under the following conditions:
 - 12.4.1 COUNTY's total payments to CONTRACTOR shall not increase more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Agreement.
 - 12.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement.
 - 12.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and

12.4.4 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Agreement changes, in writing, within fifteen (15) days following execution of such amendment.

12.4.5 Notwithstanding the provisions of Sections 12.1 and 12.2, The Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Agreement to decrease the maximum contract amount by no more than 10% of the original Contract Maximum Contract Sum in the event available funding decreases provided that: (a) County Counsel and the Chief Administrative Officer (CAO) approval is obtained prior to executing the amendment and (b) the Board and CAO are notified in writing within fifteen (15) workdays following execution of such amendment.

13.0 ASSIGNMENT/DELEGATION OF RIGHTS

13.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 22.0, Events of Default herein and shall be null and void, subject to waiver by COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Agreement. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent.

13.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.

13.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar Agreements. COUNTY may require, as a condition to its consent to assignment, that

the assignee enter into an agreement utilizing then current standard COUNTY documentation for this or similar Agreements.

- 13.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which CONTRACTOR may have against COUNTY, whether under this Agreement or otherwise.

14.0 SUBCONTRACTING

- 14.1 No performance of this Agreement or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY'S Director. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this Agreement, in whole or in part, without said written consent shall be null and void and shall constitute a material breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith. CONTRACTOR shall submit each subcontract to the COUNTY for written approval prior to subcontractor performing any work hereunder.
- 14.2 All of the provisions of this Agreement and any Amendment(s) hereto shall extend to and be binding upon subcontractors, provided that assignment or delegation of rights under a subcontract by subcontractors shall not require COUNTY approval. The CONTRACTOR shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY of Los Angeles."
- 14.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.
- 14.4 CONTRACTOR shall obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Agreement. CONTRACTOR shall provide copies to the Program Manager of all the following documents:
- 14.4.1 An executed Employee Acknowledgment and Confidentiality Agreement, Exhibit F, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.

- 14.4.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Section 10.0, Insurance Coverage Requirements, of this Agreement.
- 14.4.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 14.5 CONTRACTOR shall provide COUNTY's Program Manager with copies of all executed subcontracts, after receiving Program Manager's approval.
- 14.6 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 14.7 Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.
- 14.8 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or their officers, employees, and agents.

15.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Agreement.

16.0 COVENANT AGAINST CONTINGENT FEES

- 16.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement for either a flat fee, a percentage commission or any other form of remuneration.
- 16.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Agreement and/or, at its sole discretion, require the CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

17.0 DISCLOSURE OF INFORMATION

- 17.1 The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publicizing its role under this Agreement within the following conditions:
 - 17.1.1 CONTRACTOR shall develop all publicity material in a professional manner.
 - 17.1.2 During the course of performance of this Agreement, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the COUNTY without the prior written consent of the COUNTY. Said consent shall not be unreasonably withheld, and approval by the COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.
 - 17.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide services, provided, however, that the requirements of this provision shall apply.

18.0 COMPLIANCE WITH APPLICABLE LAWS

- 18.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency

regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

18.1.1 CONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

18.1.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

18.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

18.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

18.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 18.1, Compliance with applicable laws, above and 19.0, Compliance with Civil rights laws, below.

19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

20.0 NON-DISCRIMINATION IN EMPLOYMENT

- 20.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
- 20.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 20.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 20.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by COUNTY.
- 20.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Agreement. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Agreement.
- 20.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

21.0 CLIENT GRIEVANCES

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

22.0 EVENTS OF DEFAULT

22.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Agreement if either of the following circumstances exist:

22.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

22.1.2 CONTRACTOR fails to comply with or perform any provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement.

22.2 Default for Insolvency

COUNTY may terminate this Agreement for default for insolvency in the event of the occurrence of any of the following:

22.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

22.2.2 The filing of a voluntary petition in bankruptcy;

22.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

22.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

22.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

23.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 23.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 22.0, Events of Default, this Agreement may be subject to termination either immediately or within such longer time period as noticed by COUNTY.
- 23.2 In the event COUNTY terminates this Agreement in whole or in part as provided in this Agreement, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those previously provided by CONTRACTOR. Any excess cost, as determined by the COUNTY, arising from procurement of services under this Section 23.2, over and above the Maximum Contract Sum shall be charged against the CONTRACTOR and/or its sureties.
- 23.3 The remedies reserved to COUNTY herein shall be cumulative and in addition to any other remedies provided in law or equity.
- 23.4 In the event that, following services of the Notice of Termination of this Agreement under the provisions of this Agreement, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Agreement or that the default was excusable under provisions of this Agreement, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

24.0 TERMINATION FOR IMPROPER CONSIDERATION

- 24.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 24.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

- 24.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

25.0 TERMINATION FOR CONVENIENCE

- 25.1 The performance of services under this Agreement may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest. Termination of services hereunder shall be effected by delivery to CONTRACTOR of a thirty (30) day advance notice of termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.
- 25.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 25.2.1 Stop services under this Agreement on the effective date of termination.
- 25.2.2 To the extent possible, continue to perform, as required by this Agreement until the effective date of termination.
- 25.3 After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement for any terminated services.
- 25.4 Subject to the provisions of Section 25.3 above, COUNTY and CONTRACTOR shall make a good faith attempt to agree upon an amount due to CONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Agreement. If after a good faith effort, an amount due CONTRACTOR is not agreed upon, COUNTY shall determine the amount due CONTRACTOR by assessing the contract value for similar services provided herein to all documented services, which CONTRACTOR or its subcontractor(s) has satisfactorily provided. COUNTY shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this

Agreement as reduced by the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 26.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 26.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in this Agreement, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 26.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 26.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 26.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

26.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor Hearing Board.

26.7 These terms shall also apply to subcontractors of COUNTY Contractors.

27.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

27.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

27.2 All funds for payment are conditioned upon the COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent fiscal year periods are dependent upon similar Board of Supervisors' action.

27.3 In the event the COUNTY Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year to meet the CONTRACTOR's anticipated obligations to providers under contracts, then services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

27.4 In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR under this Agreement. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Notwithstanding such reduction, CONTRACTOR shall continue to provide all of the services set forth in this Agreement.

28.0 CONFLICT OF INTEREST

28.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of COUNTY who may financially

benefit from the provision of services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such services.

- 28.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

29.0 EMPLOYEE BENEFITS AND TAXES

- 29.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 29.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Agreement or CONTRACTOR's performance hereunder.

30.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015 attached hereto as Exhibit H.

31.0 CONFIDENTIALITY

- 31.1 CONTRACTOR shall maintain the confidentiality of all records including, but not limited to, COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgment and Confidentiality Agreement", Exhibit F. CONTRACTOR shall notify

COUNTY of any attempt to obtain confidential records through the legal process.

- 31.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

32.0 CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW

- 32.1 The Director shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. The Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager in order to inspect and review CONTRACTOR's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement.
- 32.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures at any reasonable time.
- 32.3 The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.
- 32.4 At the request of COUNTY, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.
- 32.5 CONTRACTOR shall prepare and submit to COUNTY'S Program Manager a written semi-annual report describing the services provided throughout each Fiscal Year. The CONTRACTOR's semi-annual report shall include, but not be limited to:

32.5.1 Description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Agreement, and any difficulties encountered that could jeopardize the completion of the project or milestones or deliverables within the schedule.

33.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

34.0 CRIMINAL CLEARANCES

- 34.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 34.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.
- 34.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	TITLE
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.

288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

35.0 CHILD SUPPORT COMPLIANCE PROGRAM

35.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program:

35.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

35.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings

Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

35.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

35.2.1 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 35.1 "Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this contract pursuant to section 23.0, "Termination for Contractor's Default."

35.3 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement.

35.3.1 CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

36.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

37.0 NOTICE OF DELAYS

Except as otherwise provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

38.0 USE OF RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

39.0 PROPRIETARY RIGHTS

39.1 COUNTY and CONTRACTOR agree that all software, materials, data and information developed under and/or used in connection with this Agreement remain the sole property of CONTRACTOR, and that CONTRACTOR retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

39.2 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL."

39.3 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 39.2. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

39.4 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 39.3 for:

39.4.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 39.2;

39.4.2 Any materials, data and information covered under Section 39.1;

39.4.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

39.5 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

39.6 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

39.7 The provisions of Sections 39.4, 39.5, and 39.6 shall survive the expiration or termination of this Agreement.

40.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Agreement shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000.00) or more, with a useful life of more than one (1) year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Agreement and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Agreement to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

41.0 CHILD ABUSE PREVENTION REPORTING

41.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

41.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

41.2.1 A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

41.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

41.2.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

42.0 COMMUNITY BUSINESS ENTERPRISE PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application which is attached as Exhibit E.

43.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

44.0 DISPUTE RESOLUTION PROCEDURE

44.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 44.0

44.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

44.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Program Managers for the purpose of endeavoring to resolve such dispute.

- 44.4 In the event that the Program Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Assistant Executive Director and COUNTY's Bureau Chief or their designees for further consideration and discussion to attempt to resolve the dispute.
- 44.5 In the event that CONTRACTOR's Assistant Executive Director and COUNTY's Bureau Chief or their designees are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Executive Director and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.
- 44.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 44.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).
- 44.7 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 23.0, Termination for Contractor's Default, Section 25.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 39.0, Proprietary Rights and Section 31.0, Confidentiality, shall not be subject to this Section 44.0, Dispute Resolution Procedure.

45.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit J and incorporated by reference into and made a part of this Agreement.

45.1 Written Employee Jury Service Policy

- 45.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code),

CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

45.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Agreement, the subcontractor shall also be subject to the provisions of this Section 45.0. The provisions of this Section 45.0 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

45.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when this Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

45.1.4 CONTRACTOR's violation of this Section of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

46.0 MANDATORY WEBVEN REGISTRATION

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to contract award, all potential Contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished on line via the internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm.

47.0 INTERPRETATION OF CONTRACT

47.1 Validity

47.1.1 The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

47.2 Governing Laws, Jurisdiction and Venue

47.2.1 This Agreement shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

47.3 Waiver

47.3.1 Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping COUNTY from enforcing the full provisions thereof.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**AGREEMENT FOR
NEWSPAPER PUBLICATION SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she (they) is (are) authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

Daily Journal Corporation
CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

95-4133299
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

BY _____
County Counsel

EXHIBITS

- Exhibit A - Statement of Work**
- Exhibit B - Pricing Schedule**
- Exhibit B-1- Line Item Budget**
- Exhibit C - Certification of Independent Price Determination**
- Exhibit D - Contractor's Equal Employment Opportunity (EEO) Certification**
- Exhibit E - Community Business Enterprise Form (CBE)**
- Exhibit F - Employee Acknowledgment and Confidentiality Agreement**
- Exhibit G - Auditor-Controller Contract Accounting and Administration Handbook**
- Exhibit H - Internal Revenue Notice 1015**
- Exhibit I - Child Support Compliance Program Certification**
- Exhibit J - Jury Service Program Certification
Los Angeles County Code 2.203 (Jury Service Program)**
- Exhibit K - Conflict of Interest Form**

STATEMENT OF WORK

FOR

NEWSPAPER PUBLICATION SERVICES

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ATTACHMENTS

ATTACHMENT 1 – Performance Requirements Summary

ATTACHMENT 2 – Citation for Publication Sample Form 4379

ATTACHMENT 3 – Sample Proof of Publication

ATTACHMENT 4 – DCFS Office Sites

ATTACHMENT 5 – Sample Templates

STATEMENT OF WORK

NEWSPAPER PUBLICATION SERVICES

1.0 INTRODUCTION

- 1.1 Before a court can terminate the parental rights of parents whose whereabouts are unknown, the law requires these parents to receive legal notice through newspaper publication of this court proceeding. The County of Los Angeles Department of Children and Family Services (DCFS) must seek publication services from a vendor to publish those legal notices to absent parents.
- 1.2 CONTRACTOR shall be a publisher of a newspaper adjudged to be a newspaper of general circulation in accordance with Gov. Code, sections 6000 et. seq. CONTRACTOR shall publish legal notices in the County of Los Angeles for the DCFS, to notify parents of court proceedings to terminate their parental rights.
- 1.3 CONTRACTOR shall provide a web-based system that will allow DCFS to submit its Citation (DCFS 4379) for publication information to the CONTRACTOR via a password protected web page.

2.0 DEFINITIONS

The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

2.1 Agreement

Agreement is defined as the written contract covering the performance of work.

2.2 Citation (DCFS 4379)

Citation is defined as a document that includes the information required under Welfare and Institutions Code section 366.23 to notify and cite absent or unknown parents through newspaper publication to appear at a court hearing when DCFS is recommending termination of parental rights. The information is written on a DCFS form, number 4379.

2.3 CONTRACTOR

Contractor is defined as the Bidder found qualified, responsive, and responsible with whom the COUNTY enters into an agreement.

2.4 CONTRACTOR's Project Manager

CONTRACTOR's Project Manager is defined as CONTRACTOR's officer or employee responsible for administering and overseeing Agreement after award.

2.5 Contract Start Date

Contract Start Date is defined as the date the CONTRACTOR begins work (start of the basic contract period) in accordance with the term of the contract.

2.6 COUNTY Program Manger

COUNTY Program Manager (CPM) is defined as the County staff responsible for daily management of contract operation and overseeing monitoring activities.

2.7 Director

Director is defined as the Director of Department of Children and Family Services or an authorized representative thereof.

2.8 Legal Notice

Legal Notice is defined as a notice that is required by law in accordance with Welfare and Institutions Code section 366.23. With respect to this Agreement, Citation on DCFS form 4379 contains the text required for published legal notice.

2.9 Proof of Publication (verification of completed publication)

Proof of Publication is defined as the confirmation that the legal notice has been published in each regular and entire issue of the newspaper on the requested dates.

2.10 Performance Requirements Summary

Performance Requirements Summary (PRS) is defined as a summary document, Attachment 1, that identifies requirements of the Statement of Work set forth in this Agreement that will be evaluated by COUNTY to assure that CONTRACTOR meets contract performance standards.

2.11 Publication

Publication is defined as the printing of a legal notice, regardless of length, to include publication once a week for four consecutive weeks with the final legal notice published 30 days or more prior to the date of the court hearing.

2.12 Quality Assurance

Those actions taken by COUNTY to assure that the requirements of this Agreement are performed and delivered in accordance with specified standards of quality and timeliness.

2.13 Quality Control Process

“Quality Control Process” is defined as the plan developed by the CONTRACTOR, which defines all necessary measures to be taken by CONTRACTOR to assure that the quality of the service will meet the contract

requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Agreement.

2.14 Requestor

Requestor is defined as a DCFS employee who transmits the citation information/document to CONTRACTOR for publication in a newspaper.

2.15 Statement of Work

Statement of Work (SOW) is defined as a document that describes specific requirements for tasks and deliverables associated with the services provided within.

2.16 Web-based system

CONTRACTOR's web site, which will include a password protected page with templates of the DCFS 4379. The system will allow COUNTY to enter web page, enter the specific case information on DCFS 4379 template and forward this request to CONTRACTOR via the internet.

3.0 SCOPE OF WORK

3.1 CONTRACTOR shall demonstrate the ability to receive the text of the Citation (DCFS form 4379 - Attachment 3) via a web-based system.

3.2 DCFS estimates 1,872 notices will be published annually. The number of requests for newspaper publications varies from month to month. While COUNTY does not guarantee a minimum quantity of notices that will be required to be published each month, the current monthly average is 156 notices.

3.3 Each legal notice shall be published once a week for four (4) consecutive weeks. The final notice shall be published thirty (30) or more days prior to the date of the court hearing, referenced in the DCFS 4379, Citation (WIC 366.26 Hearing).

3.4 CONTRACTOR'S web-based data entry page shall be password protected, and contain a template style data entry screen that allows DCFS to enter the following publication information in this prescribed order: (1) Child's Name, (2) Court Number, (3) Mother's name, (4) alleged/presumed Father's name, (5) the Department number, (6) the Court date, (7) the execution date, and (8) the Deputy's (Children's Social Worker's) name.

3.5 CONTRACTOR'S web site shall allow the DCFS requestor (located in the site offices detailed in Attachment 4 to access the CONTRACTOR'S web page, enter the publication information (in the order stipulated in section 3.4 above), generate a screen print of the initial data entered, revise or edit the data entered, and submit to the CONTRACTOR for processing.

3.5.1 CONTRACTOR'S system shall have separate sets of templates for publication of the Citation (DCFS 4379) for the Lancaster Court (located at 1000 West Avenue J, Lancaster, CA 93534) and the Edelman

Children's Court (located 201 Centre Plaza Drive, Monterey Park, CA 91754).

- 3.5.2 CONTRACTOR'S system shall have three templates for each Court location. Separate templates shall be as follows: one (1) notice to the absent mother, one (1) notice to the absent father, and one (1) notice to both absent parents. Please see Attachment 5 for sample templates.
- 3.6 CONTRACTOR shall ensure that the text of the published notice appears in the same sequential order as the text in the sample form DCFS 4379 (Attachment 3).
- 3.7 Templates shall also include text box by which requestor can enter his/her office address.
- 3.8 CONTRACTOR shall deliver as proof of publication to DCFS office site (please see Attachment 4) of requestor, a copy of the legal notice that was published in the County of Los Angeles. This copy must demonstrate that the legal notices were published once a week for four (4) consecutive weeks, and that the fourth (4) notice was published 30 or more days prior to the court date as referenced in Section 6 of Attachment 3, Section 3.3 above, and in Welfare and Institutions Code 366.23.
 - 3.8.1 CONTRACTOR shall deliver the proof of publication to DCFS' requestor no later than 28 days prior to the court date listed in Section 6 of Attachment 3.

4.0 SPECIALIZED EQUIPMENT AND SOFTWARE

- 4.1 COUNTY does not anticipate the need for any CONTRACTOR provided hardware. The COUNTY has basic IBM compatible computer equipment with Internet capabilities.
- 4.2 In the event of data transmission failure CONTRACTOR shall accept publication requests via facsimile (fax), confirm receipt of the facsimile, and CONTRACTOR shall provide publication dates to the Department via facsimile or telephone.

5.0 QUALITY CONTROL

- 5.1 CONTRACTOR shall demonstrate the effectiveness and efficiency of their quality control process program by including a measurable method of insuring that all legal notices are published weekly for four (4) consecutive weeks, and that all four (4) publication dates are completed thirty (30) or more days prior to the court date as designated in Section 6 of the sample Citation (DCFS 4379).
- 5.2 CONTRACTOR'S quality control process shall be reviewed, if necessary, revised, and approved by COUNTY Program Manager no later than 30 days after the contract start date.

6.0 PROGRAM MANAGEMENT REQUIREMENTS

- 6.1 CONTRACTOR will be required to maintain ongoing, continuous contact with COUNTY. CONTRACTOR shall not schedule or conduct any meetings or negotiations under any agreement on behalf of COUNTY or DCFS.
- 6.2 Overall project coordination between CONTRACTOR and COUNTY shall be through COUNTY Program Manager or his/her designee and CONTRACTOR's authorized representative(s).

7.0 COUNTY RESPONSIBILITIES

- 7.1 COUNTY shall appoint a COUNTY Program Manager who shall be responsible for monitoring CONTRACTOR'S activities and providing technical guidance to ensure Contractor meets or exceeds program objectives and requirements.
- 7.2 The COUNTY Program Manager shall provide guidance to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 7.3 The COUNTY Program Manager shall have full authority to monitor CONTRACTOR'S day to day operations and performance under this contract.
- 7.4 The COUNTY Program Manager shall monitor CONTRACTOR'S publication performance using the Performance Requirements Summary (Attachment 1).

8.0 CONTRACTOR RESPONSIBILITIES

- 8.1 CONTRACTOR shall appoint a Project Manager who shall be responsible for administering and overseeing all of the services provided under this contract. The name and phone number of the Project Manager and that of an alternate who is authorized to act on behalf of CONTRACTOR in the Project Manager's absence shall be designated in writing under the Administration section of the contract.
- 8.2 The CONTRACTOR'S Project Manager and alternate(s) must be able to read, write, speak and understand English.
- 8.3 CONTRACTOR'S Project Manager shall work with the County Program Manager to help resolve any potential areas of difficulty before a problem occurs.
- 8.4 CONTRACTOR'S Project Manager shall respond within twenty-four (24) hours to all calls and/or reports regarding CONTRACTOR'S performance. CONTRACTOR'S Project Manager or alternate shall be available to authorized COUNTY personnel during normal work hours 8:00 A.M. to 5:00 P.M. Monday through Friday except legal holidays.
- 8.5 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of this Agreement.

ATTACHMENT 1
Performance Requirements Summary

Performance Requirements Summary

	Required Services	Performance Indicator	Acceptable Quality Level	Compliance Monitoring Method
1.	Electronic receipt of requests to publish legal notices.	Ability of all DCFS requestors to transmit request for legal notice publications electronically.	100%	Inspection and Feedback from DCFS requestors
2.	Provide newspaper publication services	Publication of hearing notices, once each week for four consecutive weeks, with the last notice published no later than 30 days prior to the scheduled court hearing date.	100%	Inspection Management Report
3.	CONTRACTOR shall forward proof of publication of hearing notices to DCFS requestor 28 calendar days prior to scheduled court hearing date.	Receipt of clipping of legal notice, annotated with the four run dates, 28 days prior to the scheduled court hearing date.	100%	Inspection and Feedback from DCFS requestors
4.	CONTRACTOR shall provide County's Program Manager with a copy of any changes to their Continuous Process Improvement or Quality Control Plan within 5 business days of any change in the process, policy, or procedure that necessitates a change to this plan. This includes changes in the process flow.	Receipt by County Program Manager of changes to CONTRACTOR's Continuous Process Improvement or Quality Control Plan and/or flow chart.	100%	Inspection and Complaints

ATTACHMENT 2

CITATION FOR PUBLICATION SAMPLE FORM 4379

Los Angeles County Counsel's Office
201 Centre Plaza Drive, Suite 1
Monterey Park, California 91754-2143
(213) 562-6100

Space Below for use of Court Clerk Only

Attorney(s) for Los Angeles County
Department of Children and Family Services

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
JUVENILE COURT**

In the matter of:

Court No.

CITATION (WIC 366.26 HEARING)

To _____ (mother), whereabouts unknown and to _____ alleged/presumed father), whereabouts unknown, and to all persons claiming to be the father or mother of said minor person(s) above named.

By order of this court you are hereby cited and required to appear before the hearing officer presiding in Department of the above entitled Court, located at 201 Centre Plaza Drive, Monterey Park, CA 91754, on at 8:30a.m. of that day, and there to show cause, if you have any, why the court should not order that the above-named minor be placed in long-term foster care, made wards of a guardian or freed from the control of his/her parents and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence.

You are hereby notified that the minor(s), their parents, guardians and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) are presented by counsel. If a parent appears without counsel, and is unable to afford, counsel, the court will appoint that parent counsel. If the court finds the minor's interest require representation of counsel, separate from the parent's counsel will be appointed for the minor's whether or not the minor(s) is able afford counsel. The court may continue the matter for up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare.

The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of a guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.

NOTICE TO PERSON SERVED

You are served as an individual citee.

The time when a citation is deemed served on a party may vary depending on the method of service. For example, see Welfare and Institutions Code Section 366.23, Code of Civil Procedure Sections 413.10 through 415.40, and Government Code Section 6064. Persons having custody or control of a child, or with whom said child resides, are required to appear with the child, and others cited may appear. A published citation requires appearance of all persons cited (WIC 366.23(4)).

Dated _____

**JAMES H. DEMPSEY, Executive Officer
Clerk of the Superior Court**

By _____
Deputy

ATTACHMENT 3

SAMPLE PROOF OF PUBLICATION

When required) RECORDING REQUESTED BY AND MAIL TO:

This space for filing stamp only

DEPT. OF CHILDREN'S SERVICES

DC#: 422398

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California
County of Los Angeles

Notice Type:

Ad Description:

I am a citizen of the United States and a resident of the County of Los Angeles: I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the _____ a daily newspaper published in the English language in the City of Los Angeles, and adjudged a newspaper of general circulation as defined by the laws of the State of CA by the Superior Court of the County of Los Angeles. State of CA, under the date of June 17, 1952. Case No. 559.760. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

07/26/02,08/02/02,08/09/02,08/16/02

Executed on: 08/16/02
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

CITATION
(WIC 366.26 HEARING)
Court No.
Superior Court of California
County of Los Angeles
JUVENILE COURT

In the matter of
To

(alleged/presumed father) whereabouts unknown, and to all persons claiming to be the father or mother of said minor person(s) above named
By order of this court you are hereby cited and required to appear before the hearing officer presiding in Department 426 of the above entitled Court located at 1000 West Avenue Lancaster, CA 93534 on October 7, 2002 at 8:30a.m. of that day, and there to show the cause if you have any why the court should not order that the above named minor be placed in long-term foster care, made wards guardian or freed from the control of his/her parents and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally the court will proceed in your absence. You are hereby notified that the minor(s), their parents, guardians, and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) are represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interests require representation of counsel, counsel separate from the parent's counsel will be appointed for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare. The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of a guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.

NOTICE TO PERSONS SERVED

You are served as an individual citee. The time when a citation is deemed served on a party may vary depending on the method of service. The time when a citation is deemed served on a party may vary depending on the method of service. For example, see Welfare and Institutions Code Section 366.23, Code of Civil Procedure Sections 413.10 through 415.40 and Government Code Section 6064. Persons having custody or control of a child, or with whom said child resides, are required to appear with the child, and others cited may appear. A published citation required appearance of all persons cited (WIC 366.23 (4)).

Date: July 23, 2002

JOHN A. CLARKE, EXECUTIVE OFFICER,
Clerk of the Superior Court

By BosedoOjo, Deputy
Los Angeles County Counsel's Office,
Edmund D. Edelman Children's Court,
201 Centre Plaza Drive, Suite 1,
Monterey Park, CA 91754-2143,
Attorney(s) for Los Angeles County
Department of Children and Family
Services

07/26/02,08/02/02,08/09/02,08/16/02

ATTACHMENT 4
DCFS OFFICE SITES

DCFS OFFICE SITES

SPA 1

Lancaster-East
335-C E, Avenue K-6
Lancaster, CA 93535
Ph: (661) 951-4149
Fax: (661) 257-5023

Lancaster-West
1150 West Avenue J
Lancaster, CA 93534
Ph: (661) 951-4087
Fax: (661) 723-3670

SPA 2

North Hollywood
12020 Chandler Blvd.
N. Hollywood, CA 91607
Ph: (818) 755-5822
Fax: (818) 506-3605

Santa Clarita
28490 Avenue Stanford, Suite 100
Santa Clarita, CA 91355
Ph: (661) 702-6242
Fax: (661) 257-5023

SPA 3

Covina
800 S. Barranca Avenue
Covina, CA 91723
Ph: (626) 858-1243
Fax: (626) 332-7852

Pomona
100 W. Second Street, Suite 500
Pomona, CA 91768
Ph: (909) 868-4369
Fax: (909) 868-1340

Pasadena
532 E. Colorado Blvd.
Pasadena, CA 91101
Ph: (626) 229-3482
FAX: (626) 397-9156

SPA 4

Metro North
3075 Wilshire Blvd.
Los Angeles, CA 90010
Ph: (213) 639-4122
Fax: (213) 639-1214

SPA 5

West Los Angeles
11390 W. Olympic Blvd.
Los Angeles, CA 90064
Ph: (310) 312-6571
Fax: (310) 473-9370

SPA 6

Century
5757 W. Century Blvd., 3rd. Floor
Los Angeles, Ca 90045
Ph: (310) 348-6937
Fax: (310) 348-9817

Hawthorne
11539 Hawthorne Blvd.
Hawthorne, CA 90250
Ph: (310) 348-6937
Fax: (310) 348-9817

Wateridge
5110 W. Goldleaf Circle
Los Angeles, CA 90056
Ph: (323) 290-8426
Fax: (323) 290-3145

SPA 7

Santa Fe Springs
10355 Slusher Drive
Santa Fe Springs, CA 90670
Ph: (562) 903-5282
Fax: (562) 941-2556

Belvedere
5835 Eastern Avenue
Commerce, CA 90040
Ph: (323) 725-4632
Fax: (323) 869-0910

SPA 8

Lakewood
4060 Watson Plaza Drive
Lakewood, CA 90712
Ph: (562) 429-5840
Fax: (562) 429-5840

Torrance
2325 Crenshaw Blvd.
Torrance, CA 90502
Ph (310) 972-3111
Fax: (310) 222-5548

Adoptions

695 S. Vermont Avenue
Los Angeles, CA 90005
Ph: (213) 738-3337
Fax: (213) 383-1502

SPECIALIZED PROGRAMS

Borax Building
3075 Wilshire Blvd.
Los Angeles, CA 90010
Ph: (213) 639-4122
Fax: (213) 639-1214

ATTACHMENT 5

SAMPLE TEMPLATES

Customer Information

Customer Name : DEPT. OF CHILDREN'S SERVICES
Address : 3075 WILSHIRE BLVD. 3RD FLR
City : Los Angeles
State : CA 90010

Master Id :
Phone : 2133515670
Fax :

Production Information

Legal Government -Citation (County)

Order Information

Attention

Ad Description :

Special Instruction :

Orders Created

Billing Reference No. :-

Sale/Hrg/Bid Date :-

Order No.	Newspaper Name	Publishing Dates

Ad**Citation****(WIC 366.26 HEARING)**

Court No.

Superior Court of California

County of Los Angeles

JUVENILE COURT

Ins the matter of:

To (alleged/presumed father), whereabouts unknown and to all persons claiming to be the father or mother of said minor person(s) above named.

By order of this court you are hereby cited and required to appear before the hearing officer Presiding in Department of the above entitled Court, located at 201 Centre Plaza Drive, Monterey Park, California 91754, on at 8:30 a.m. of that day, and there to show cause, if you have any, why the court should not order that the above-named minor be placed in long-term foster care, made wards of a guardian or freed from the control of his/her parents and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence.

You are hereby notified that the minor(s), their parents, guardians and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interests require representation of counsel, counsel separate from the parent's counsel will be appointed for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter for up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare.

The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.

NOTICE TO PERSON SERVED

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Date:

JOHN A. CLARKE, EXECUTIVE OFFICER, Clerk of the Superior Court

By , Deputy

Los Angeles County Counsel's Office, Edmund D. Edelman Children's Court, 201 Centre Plaza Drive, Suite 1, Monterey Park, CA 91754-2143, Attorney(s) for Los Angeles County Department of Children and Family Services

Customer Information

Customer Name : DEPT. OF CHILDREN'S SERVICES
Address : 3075 WILSHIRE BLVD. 3RD FLR
City : Los Angeles
State : CA - 90010

Master Id:
Phone : 2133515670
Fax

Production Information

Legal Government -Citation (County)

Order Information

Attention : **Billing Reference No.** :-
Ad Description : **Sale/Hrg/Bid Date** :-
Special Instruction :
Orders Created

Order No.	Newspaper Name	Publishing Dates
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Ad**Citation****(WIC 366.26 HEARING)**

Court No.

Superior Court of California

County of Los Angeles

JUVENILE COURT

Ins the matter of:

To (mother), whereabouts unknown and to all persons claiming to be the father or mother of said minor person(s) above named.

By order of this court you are hereby cited and required to appear before the hearing officer Presiding in Department of the above entitled Court, located at 201 Centre Plaza Drive, Monterey Park, California 91754, on at 8:30 a.m. of that day, and there to show cause, if you have any, why the court should not order that the above-named minor be placed in long-term foster care, made wards of a guardian or freed from the control of his/her parents and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence.

You are hereby notified that the minor(s), their parents, guardians and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interests require representation of counsel, counsel separate from the parent's counsel will be appointed for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter for up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare.

The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.

NOTICE TO PERSON SERVED

You are served as an individual citee.

The time when a citation is deemed served on a party may vary depending on the method of service. For example, see Welfare and Institutions Code Section 366.23, Code of Civil Procedure Sections 413.10 through 415.40 and Government Code Section 6064. Persons having custody or control of a child, or with whom said child resides, are required to appear with the child, and others cited may appear. A published citation required appearance of all persons cited (WIC 366.23 (4)).

Date:

JOHN A. CLARKE, EXECUTIVE OFFICER, Clerk of the Superior Court

By , Deputy

Los Angeles County Counsel's Office, Edmund D. Edelman Children's Court, 201 Centre Plaza Drive, Suite 1, Monterey Park, CA 91754-2143, Attorney(s) for Los Angeles County Department of Children and Family Services

Customer Information

Customer Name : DEPT. OF CHILDREN'S SERVICES
Address : 3075 WILSHIRE BLVD. 3RD FLR
City : Los Angeles
State : CA - 90010
Master Id :
Phone : 2133515670
Fax :

Production Information

Legal Government -Citation (County)

Order Information

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Order No.	Newspaper Name	Publishing Dates

Ad**Citation****(WIC 366.26 HEARING)**

Court No.

Superior Court of California

County of Los Angeles

JUVENILE COURT

Ins the matter of:

To (mother), whereabouts unknown and to all persons claiming to be the father or mother of said minor person(s) above named.

By order of this court you are hereby cited and required to appear before the hearing officer Presiding in Department 426 of the above entitled Court, located at 1000 West Avenue J, Lancaster, CA 93534, on at 8:30 a.m. of that day, and there to show cause, if you have any, why the court should not order that the above-named minor be placed in long-term foster care, made wards of a guardian or freed from the control of his/her parents and referred for adoptive placement.

For failure to attend, you may be deemed guilty of contempt of court. Additionally, the court will proceed in your absence.

You are hereby notified that the minor(s), their parents, guardians and adult relatives may be present during the hearing. The court will first determine whether the minor(s) and parent(s) represented by counsel. If a parent appears without counsel, and is unable to afford counsel, the court will appoint that parent counsel. If the court finds the minor's interests require representation of counsel, counsel separate from the parent's counsel will be appointed for the minor(s) whether or not the minor(s) is able to afford counsel. The court may continue the matter for up to thirty days to allow a parent to retain counsel or to allow a parent and all counsel time to prepare.

The court will review court reports and other evidence presented by the parties, and may receive the minor's testimony in the presence of all counsel without the parents. Upon receipt of this evidence, the court will order either the minor's placement in long-term foster care, the appointment of guardian for the minor or the termination of parental rights and the referral of the minor for adoptive placement.

NOTICE TO PERSON SERVED

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Date:

JOHN A. CLARKE, EXECUTIVE OFFICER, Clerk of the Superior Court

By , Deputy

Los Angeles County Counsel's Office, Edmund D. Edelman Children's Court, 201 Centre Plaza Drive, Suite 1, Monterey Park, CA 91754-2143, Attorney(s) for Los Angeles County Department of Children and Family Services

EXHIBIT B

PRICING SCHEDULE

**EXHIBIT B
PRICING SCHEDULE**

**NEWSPAPER PUBLICATION
PRICING SCHEDULE**

DAILY JOURNAL CORPORATION
Name of CONTRACTOR'S Company

Rate Per Publication – The Pricing Schedule shall contain CONTRACTOR's basic rate to provide electronic newspaper publication services in accordance with Exhibit A, Statement of Work.

The CONTRACTOR's fixed rate for each completed publication of Legal Notice, regardless of length, to include publication (1) time per week for four (4) consecutive weeks is:

RATE

Fixed Price Per Publication \$ 35.00

The number of requests for newspaper publications varies from month to month. The County does not guarantee a minimum or maximum number of newspaper publication requests.

EXHIBIT B-1

LINE ITEM BUDGET

EXHIBIT B-1
LINE ITEM BUDGET

LINE ITEM BUDGET

PUBLICATION COSTS		
	\$ <u>35.00</u>	
	\$ <u>N/A</u>	
SUB TOTAL OF PUBLICATION COSTS		\$ <u>35.00</u>
OTHER COSTS		
	\$ <u>None</u>	
	\$ <u>" "</u>	
	\$ <u>" "</u>	
	\$ <u>" "</u>	
SUB TOTAL OF OTHER COSTS		\$ <u>None</u>
TOTAL MONTHLY PRICE		\$ <u>5,460.00</u>
TOTAL ANNUAL PRICE		\$ <u>65,520.00</u>

EXHIBIT C

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF IFB RESTRICTIONS

By submission of this bid, Bidder certifies that the prices quoted herein has been arrived at independently without consultation, communication, or contact with any other Bidder or competitor for the purpose of restricting competition.

2.7.1 List all names and telephone numbers of persons legally authorized to commit the Bidder.

NAME

PHONE NUMBER

Gerald I. Salzman	213-229-5500

NOTE: A

2.7.2 List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE

FIRM/CORPORATE NAME DAILY JOURNAL CORPORATION

Signed: _____

Date: _____

Name: Gerald L. Salzman

Title: President

Address: 915 East First Street, Los Angeles, CA 90012

EXHIBIT D

BIDDER'S EEO CERTIFICATION

BIDDER'S EEO CERTIFICATION

DAILY JOURNAL CORPORATION

Company Name

915 East First Street, Los Angeles, CA 90012

Address

95-4133299

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the bidder, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of American and the State of California.

CERTIFICATION

YES NO

Bidder has a written policy statement prohibiting discrimination in all phases of employment.

(X) ()

Bidder periodically conducts a self-analysis or utilization analysis of its work force.

(X) ()

Bidder has a system for determining if its employment practices are discriminatory against protected groups.

(X) ()

Bidder has a system for taking reasonable corrective action to include establishment of goal and/or timetables when areas are identified in employment practices.

(X) ()

Signature_____
DateHelen Ornelas, Human Resources Manager

Name and Title of Signer (please print)

EXHIBIT E

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE PROGRAM

EXHIBIT E**LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM****FIRM/ORGANIZATION INFORMATION FORM**

INSTRUCTIONS: All Bidders responding to this solicitation must return this form for proper consideration of the bid. The information requested below is for statistical purposes only. On final analysis and consideration of award, vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR § 23.5.

TYPE OF BUSINESS STRUCTURE: CORPORATION
(Corporation, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 325

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American		2	18
Hispanic/Latin American		6	50
Asian American		2	78
American Indian/Alaskan Native		0	0
All Others		17	152
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			
Male		9	109
Female		18	189

PERCENTAGES OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latin American	Asian American	American Indian/ Alaskan Native	All Others
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS

ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification).

M W D DV

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

- 2.7.3 A person or business shall not:
- 2.7.4 Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
- 2.7.5 Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
- 2.7.6 Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
- 2.7.7 Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
- 2.7.8 Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as Bidder, subcontractor, or supplies in, any county contract or project for a period of three years.
- 2.7.9 No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any Bidder utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

FIRM NAME: DAILY JOURNAL CORPORATION

SIGNED: _____ TITLE: HUMAN RESOURCES MANAGER

DATE: _____

EXHIBIT F

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY
AGREEMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT *****GENERAL INFORMATION**

Your employer, CONTRACTOR, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, your signature is required on this employee acknowledgment and confidentiality agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand that CONTRACTOR, is my sole employer for purposes of this employment.

I rely exclusively upon CONTRACTOR, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, CONTRACTOR and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

As an employee of CONTRACTOR, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided to the County. Please read the agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between CONTRACTOR and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor and I agree to ensure that said supervisor reports such violation to the County of Los Angeles Department of Children and Family Services.

I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Employee's Signature: _____ Date: _____

Employee's Printed Position/Title: _____

* Not applicable, or in the alternative, will have signed by necessary employees after contract award.

EXHIBIT G

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

AUDITOR – CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND OPERATING HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor) which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 **Basis of Accounting**

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
 - ◆ Recorded accruals must be reversed in the subsequent accounting period.
- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:
- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
 - ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 **Accounting System**

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
- County payments (one per funding source)
- Contributions
- Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- date
- check number
- cash (credit) column
- expense account name
- description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
 - accrual period
 - gross pay
 - itemized payroll deductions
 - net pay amount
 - check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- invoices – vender name and date
- checks – number
- vouchers –number
- revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all

related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 Audits

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 Bonding – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

For CONTRACTORs that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and

other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

EXHIBIT H

EARNED INCOME TAX CREDIT

Department of the Treasury
Internal Revenue Service
Notice 1015
(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2001 are less than \$32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:

The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.

A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.

Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).

Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Notice 1015 (Rev. 10-2001)

EXHIBIT I

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or Bidders for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or bids. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR BID. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or bid) Helen Ornelas, hereby submit this certification to the (County Department) Department of Children and Family Services, pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (Bidder name as shown in bid or bid) DAILY JOURNAL CORPORATION, an independently-owned or franchiser-owned business (circle one), located at 915 East First Street (Bidder or, if an association, associated member address) Los Angeles, CA 90012 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;

Fully complied with all lawfully served Wages and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 11th day of October 2002
(Month and Year)

at: Los Angeles, CA 90012 213-229-5348
(City/State) (Telephone No.)

by: Human Resources Manager
(Signature of a Principal Owner, an officer or manager responsible for submission of the bid or bid to the County)

Copy to: **Child Support Services Department**
Special Projects
P. O. Box 91109
Los Angeles, CA 90091-1099
FAX: (323) 832-0634
Telephone: (323) 832-7277 or (323) 832-7276

EXHIBIT J

CONTRACTOR EMPLOYEE JURY SERVICE

COUNTY OF LOS ANGELES
 BIDDER EMPLOYEE JURY SERVICE PROGRAM
 APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Bid or Invitation for Bid) is subject to the County of Los Angeles Bidder Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or Bidders, whether a Bidder or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Bidder is excepted from the Program.

Company Name: DAILY JOURNAL CORPORATION		
Company Address: 915 East First Street		
City: Los Angeles	State: CA	Zip Code: 90012
Telephone Number: 213-229-5530		
Solicitation For (Type of Goods or Services): Services		

Application for Exception

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim:

My business does not meet the definition of "Bidder," as defined in the Program, because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). Also, if my business is awarded the contract or purchase order and secures additional County business that in the aggregate exceeds \$50,000 in any 12-month period, then I understand that the exception will be lost and my business shall at that time implement a written policy consistent with the Program.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. If during the contract period my business exceeds ten employees or \$500,000 annual gross revenues, I understand that the exception will be lost and my business shall at that time implement a written policy consistent with the Program.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

EXHIBIT J

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Contract (attach Contract) that expressly provides that it supersedes all provisions of the Program.

OR

Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Helen Ornelas	Title: Human Resources Manager
Signature:	Date: 10/11/02

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT K

CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any bids or bids submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such a contract:

Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;

Profit-making firms or businesses in which employees described in Subsection A serve as officers, principals, partners, or major shareholders;

Persons who, within the immediately preceding twelve (12) months came within the provisions of Subsection A and who;

Were employed in positions of substantial responsibility in the area of service to be performed by the contract, or

Participated in any way in developing the contract or its service specifications; and

Profit-making firms or businesses in which the former employees described in Subsection C serve as officers, principals, partners, or major shareholders.

Bidder hereby declares and certifies that no employee, nor any other person acting on Bidder's behalf, who prepared and/or participated in the preparation of this bid, is within the purview of County Code Section 2.180.010 as above defined.

DAILY JOURNAL CORPORATION

Bidder Name

Gerald L. Salzman, President

Bidder Official, Title

Official's Signature

ATTACHMENT B**CONTRACTOR MAILING LIST**

Eastern Group Publications
Attn: Executive Manager
2500 S. Atlantic Blvd., Bldg B
Commerce, CA 90040

Clarion Publications
Attn: Executive Manager
P.O. Box 1870
Los Angeles, CA 90053

Tu Mondo
Attn: Executive Manager
P.O. Box 9190
Van Nuys, CA 91409

L.A. Independent Newspaper
Group
Attn: Executive Manager
4201 Wilshire Blvd., Suite 600
Los Angeles, CA 90010

Los Angeles Today
Attn: Executive Manager
421 S. Beverly Dr., 5th Fl.
Beverly Hills, CA 90212

Inland Valley Daily Bulletin
Attn: Executive Manager
P.O. Box 4000
Ontario, CA 91761

California Newspaper Service
Attn: Mike Smith, Pres
P.O. Box 54310
Los Angeles, CA 90012

New York Times
Attn: Executive Manager
6500 Wilshire Bl., Suite 1820
Los Angeles, CA 90048

Baker Communications
Attn: Executive Manager
P.O. Box 2609
Palos Verdes Penn., Ca 90274

Coast Media News
Attn: Executive Manager
4043 Irving Place
Culver City, CA 90232

Copley Newspapers
Attn: Executive Manager
5215 Torrance Blvd.
Torrance, CA 90509

Downtown News
Attn: Executive Manager
1264 West First Street
Los Angeles, CA 90026

Claremont Courier
Attn: Executive Manager
111 S. College Avenue
Claremont, CA 91771

Independent Comm. Newspaper
Attn: Executive Manager
1024 N. Maclay
San Fernando, CA 91340

Latin Publications, Inc.
Attn: Robert G. Soto
15844 Strathern
Van Nuys, CA 91406

Press Telegram
Attn: Executive Manager
604 Pine Avenue
Long Beach, CA 90844

Copley News Service
Attn: Executive Manager
500 W. Temple, Room 485-A
Los Angeles, CA 90012

Daily News
Attn: Executive Manager
P.O. Box 4200
Woodland Hills, CA 91365

Herald-Dispatch Publications, Inc
Attn: Executive Manager
P.O. Box 19027 A
Los Angeles, CA 90019

Highlander Publications
Attn: Executive Manger
18383 E. Railroad Street
City of Industry, CA 90027

Independent News Bureau
Attn: Executive Manager
3809 De Longpre
Los Angeles, CA 90027

International Daily News
Attn: Executive Manager
870 Monterey Pass Road
Monterey Park, Ca 91754

La Voz Newspaper
Attn: Candelario S. Mendoza
685 W. Mission Blvd.
Pomona, CA 91766

Rapid Publishing Inc.
Attn: Executive Manager
P.O. Box 4248
Compton, CA 90224

Wave Community Newspapers
Attn: Executive Manager
2621 W. 54th Street
Los Angeles, CA 90043

Susan Burton
Attn: Ms. Susan Burton
301 Victoria Street
Costa Mesa, CA 92627

Lus Cerritos Community News
Attn: Vince Brantley
13017 Artesia Blvd., #D-116
Los Cerritos, CA 90703

Easy Reader
Attn: Tami Marron
P O Box 427
Hermosa Beach, CA 90254

Los Angeles Daily News
Attn: Ms. Jacqueline White
21221 Oxnard Street
Woodland Hills, CA 91365-4200

Daily Breeze
Attn: Jacqueline White
5215 Torrance Blvd.
Torrance, CA 90503

Daily Commerce
Los Angeles Office
915 E. First Street
Los Angeles, CA 90012

Antelope Valley Press
P O Box 4050
Palmdale, CA 93590-4050

Los Angeles Downtown News
Attn: Dawn Eastin
1264 West First Street
Los Angeles, CA 90026

Daily Journal Corporation
Attn: Art Gutierrez, Division
Manager
915 East First Street
Los Angeles, CA 90012

Sign A Roma U.S.A.
2926 E. 7th St.
Long Beach, CA 90804

Los Angeles Daily Journal
Attn: Mr. Gerald L. Salzman
915 E. first Street
Los Angeles, CA 90012

Antelope Valley Press
Palmdale Office
37404 Sierra Highway
Palmdale, CA 93550-9343

Eastern Group Publications
Attn: Mr. Michael Sanchez
2500 S. Atlantic Blvd., Bldg B
City of Commerce, CA 90040

Idea Corporation
Attn: Diane Chen
236 W. Mountain St., Suite 101
Pasadena, CA 91103

Grace Communication
dba Metropolitan
Attn: Mr. Roger Grace
210 South Spring Street
Los Angeles, CA 90012

Los Angeles Times
202 W. First Street, 5th Fl.
Los Angeles, CA 90012

Antelope Valley Press
Lancaster Office
44939 10th Street West
Lancaster, CA 93534-2313

Los Angeles Sentinel
Attn: Bernard D. Lloyd
3800 Crenshaw Blvd.
Los Angeles, CA 90008

ATTACHMENT C

	Daily Journal Corporation.
TOTAL NUMBER OF EMPLOYEES/OWNERS	325
PARTNERS/ASSOCIATES:	
Black/African American	
Hispanic/Latin American	
Asian American	
Filipino American	
American Indian/Alaskan	
All Others	
Women (included in above)	
MANAGERS	27
Black/African American	2
Hispanic/Latin American	6
Asian American	2
Filipino American	
American Indian/Alaskan	
All Others	17
Women (included in above)	18
STAFF:	298
Black/African American	18
Hispanic/Latin American	50
Asian American	78
Filipino American	
American Indian/Alaskan	
All Others	152
Women (included in above)	189
TYPE OF BUSINESS STRUCTURE:	C
(Corp. = C; Partner = P; Sole Proprietor = S)	
TOTAL NUMBER OF OWNERS/PARTNERS, ETC.	
PERCENT OF OWNERSHIP:	
Black/African American	
Hispanic/Latin American	
Asian American	
Filipino American	
American Indian/Alaskan	
All Others	
Women (included in above)	
CURRENT CERTIFICATION AS COMMUNITY	
BUSINESS ENTERPRISE (CBE) OWNED FIRM:	No
State of California - Yes/No	No
City of Los Angeles - Yes/No	No
Federal Government - Yes/No	No